

EAGLE VIEW FARMS

WATER RIGHT TRANSFERS #5588 & #5589

APPROXIMATE
PROPERTY
BOUNDARY

LIVESTOCK
CONFINEMENT
OPERATION

PHOTO SOURCE: 1988 FSA PHOTOS

BROCKWAY ENGINEERING, PLLC
MARCH 7, 2000

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JUN 11 2002

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MAY - 3 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Department of Water Resources

Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 47-11872
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A FEE of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
American AgCredit
1910 S. Archibald Suite U-101
Ontario, CA 91761
4. Name of Water Right Owner/Claimant(s)
Visser Holsteins dba Eagle View Farms
WPC
5. Expiration Date of Notification Period MAYX May 1, 2026
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) American AgCredit
 By: David P. Carey
 David P. Carey, Assistant Vice President

For Office Use Only

Received by <u>J. Mann</u>	Date <u>5-3-02</u>	Fee <u>\$25.00</u>
Received by <u>J. Mann</u>	Date <u>5-3-02</u>	Receipt No. <u>0061782</u>
Processed by _____	AJ Date _____	WR _____ Date _____

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JUN 11 2002

Being Requested by:

BEEN RECORDED MAIL TO:
American AgCredit, FLCA
1910 Archibald Ave. #U-101
Ontario, California 91761

Twin Falls County, Idaho

Recorded for:
TITLEFACT

03:29pm May 29, 2001
2001 - 009358

No. of Pages: 10 Fee: \$30.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

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MAY 14 2002

Department of Water Resources

45082

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this May 7, 2001 between Visser Holsteins, a General Partnership dba Eagle View Farms, whose address is 6841 Bickmore Avenue, Chino, California 91710 hereinafter called "Mortgagor", and American AgCredit, FLCA hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at P.O. Box 1120, Santa Rosa, California 95402-1120.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Twin Falls, State of Idaho:

Township 10 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

Section 3: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 4 EXCEPT the North 525 feet thereof.
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 8: E $\frac{1}{2}$; NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 9: S $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 10: NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 16: NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 17: NE $\frac{1}{4}$

ALL SUBJECT TO: Twin Falls Highway District right of way

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, all livestock handling, feeding, and milking equipment, manure separating systems, cow wash systems, stalls, lockups, stanchions, milk metering systems, automated feed systems, pipeline milking systems, milk storage tanks, cooling systems, pre-heaters, milk discharge lines, washlines, automatic takeoffs, computers and computer systems, responders, collars, claws, claw hangers, inflations, shells, air tubes, pulsators, crowd gates, pumps, motors, compressors, controllers, filters, and auxiliary equipment, as well as all additions and replacements thereof, which are hereby declared appurtenant thereto.

TOGETHER WITH: Idaho Department of Water Resources Decree Number 47-11872, Priority Date January 1, 1960, .14 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02371, Priority Date March 4, 1963, 2.02 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02316B, Priority Date January 12, 1959, 3.33 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02316C, Priority Date January 12, 1959, 6.92 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02402, Priority Date April 5, 1965, 6.40 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02417, Priority Date April 19, 1966, 16.89 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-07642, Priority Date April 30, 1980, 12.00 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02331, Priority Date March 22, 1960, 3.91 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02341, Priority Date September 12, 1960, 3.42 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02342, Priority Date September 12, 1960, 3.10 CFS.

TOGETHER WITH: Idaho Department of Water Resources License Number 47-02381, Priority Date November 13, 1963, 2.31 CFS.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

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TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth (notes may contain variable or adjustable rate provisions):

DATE OF NOTE
May 7, 2001

MATURITY DATE
May 1, 2026

AMOUNT OF NOTE
\$5,461,000.00

(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

o Contaminants are located on, in or under any property located adjacent to the Property in such quantity as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

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(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

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a water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Visser Holsteins, a General Partnership dba Eagle View Farms

By: Henry Visser
Henry Visser, Trustee of the Visser Family Trust established October 11, 1990, a Partner

By: Bernice Visser
Bernice Visser aka Bernice M. Visser, Trustee of the Visser Family Trust established October 11, 1990, a Partner

By: Jerrold Visser
Jerrold Visser aka Jerrold J. Visser, Trustee of the Visser Revocable Living Trust u/d/t February 8, 2000, a Partner

By: Carol A. Visser
Carol A. Visser aka Carol Ann Visser, Trustee of the Visser Revocable Living Trust u/d/t February 8, 2000, a Partner

ACKNOWLEDGMENT.

See Attached Acknowledgement

MICROFILMED
JUN 11 2002

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Henry Visser, known to me to be the person whose name is subscribed to the within instrument as Trustee of the Visser Family Trust established October 11, 1990, and to be one of the partners in the Partnership of Visser Holsteins, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Bernice Visser aka Bernice M. Visser, known to me to be the person whose name is subscribed to the within instrument as Trustee of the Visser Family Trust established October 11, 1990, and to be one of the partners in the Partnership of Visser Holsteins, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jerrold Visser aka Jerrold J. Visser, known to me to be the person whose name is subscribed to the within instrument as Trustee of the Visser Revocable Living Trust u/d/t February 8, 2000, and to be one of the partners in the Partnership of Visser Holsteins, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Carol A. Visser aka Carol Ann Visser, known to me to be the person whose name is subscribed to the within instrument as Trustee of the Visser Revocable Living Trust u/d/t February 8, 2000, and to be one of the partners in the Partnership of Visser Holsteins, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires: _____

*See attached
acknowledgement*

MICROFILM
2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

} ss.

On May 23, 2001, before me,

Date

Dolores Rivera, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

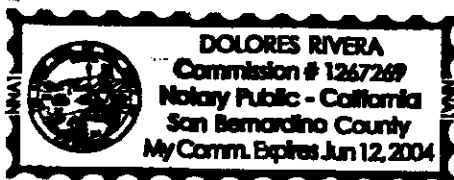
Jerrold Visser aka Jerold J. Visser

Name(s) of signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.

Dolores Rivera

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

MICROFILMED

1999 5 1 2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On May 23, 2001, before me,

Date

Dolores Rivera, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

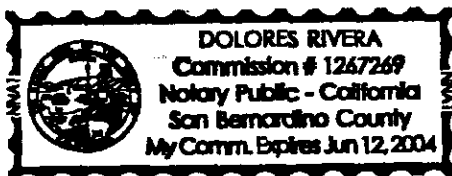
Bernice Visser AKA Bernice M. Visser

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Dolores Rivera

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT

OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

} ss.

On May 23, 2001, before me, Dolores Rivera Notary Public,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

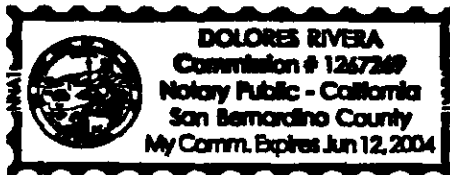
personally appeared Carol A. Visser aka Carol Ann Visser,

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.

Dolores Rivera

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

MICROFILMED

11/13/01 2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

SS.

On May 23, 2001, before me, Dolores Rivera, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

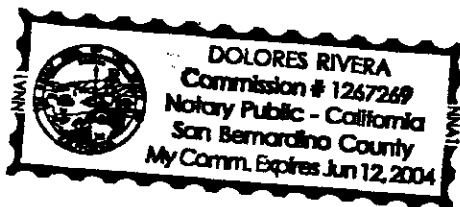
personally appeared Henry Visser

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.

Dolores Rivera

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

MICROFILMED

JUN 11 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
SEP 14 2001
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
47-11872					

RECEIVED

SEP 17 2001

Department of Water Resources

The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Salmon Falls Ranch C/O Cooper Co
Attn: John Jensen P.O. Box 394 Twin Falls, ID
83303

4. New Owner/Claimant(s) Visser Holsteins, a General
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or Partnership dba
Eagle View Farms

New Mailing Address 6851 Bickmore

City, State and ZIP Code Chino, CA 91790

New Telephone Number (909) 597-6390

5. Date you acquired the property January 1999

MICROFILMED

JUN 11 2002

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Vivian Holstein by Gerald Holstein
OWNER

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by <i>[Signature]</i>	Date <i>9/14/01</i>	Fee <i>25.00</i>	MICROFILMED
Received by <i>[Signature]</i>	Date <i>9/14/01</i>	Receipt No. <i>5024300</i>	
Processed by <i>[Signature]</i> AJ	Date _____	WR _____ Date _____	

11/15/01 2002

AGREEMENT OF SALE

THIS AGREEMENT is made and entered into this 18th day of January, 1999, between JOHN W. PETERSON and CATHERINE EILEEN PETERSON, husband and wife, hereinafter referred to as "Sellers," and VISSER HOLSTEINS DAIRY, a California general partnership comprised of General Partners: THE VISSER FAMILY TRUST, HENRY VISSER AND BERNICE VISSER as Trustees; and JERROLD VISSER AND CAROL A. VISSER, husband and wife; hereinafter collectively referred to as "Purchasers."

RECITALS:

WHEREAS, Sellers own certain real property situated in Twin Falls County, Idaho, lying east of the paved road and consisting of approximately 2410 acres, more or less, and legally described as follows:

PARCEL 1:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

PARCEL 2:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho

Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 8: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 9: S $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$

Section 16: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 17: NE $\frac{1}{4}$

PARCEL 3:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho

Section 5: NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 4, EXCEPT the North 525 feet thereof.

PARCEL 4:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho

Section 3: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 9: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 10: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$

PARCEL 1:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho
Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 2:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho
Section 5: SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 7: NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 8: E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 9: S $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$
Section 16: NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 17: NE $\frac{1}{4}$

PARCEL 3:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho
Section 5: NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; Lot 4, EXCEPT the North
525 feet thereof.

PARCEL 4:

Township 10 South, Range 13 E., B.M., Twin Falls County, Idaho
Section 3: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 9: N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 10: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$

Together with all water rights and well permits and together with
all existing improvements and appurtenances.

Subject to correction upon survey and issuance of a title policy.

MICROFILMED

JUN 14 2002

A

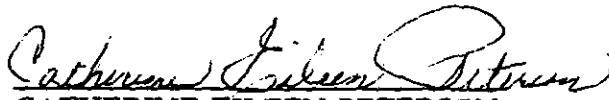
22. COUNTER-PARTS

This Agreement and all supplements and amendments thereto may be signed in counterparts, and all counterparts, together, shall be construed as one document. A photocopy and/or facsimile transmitted copy of this Agreement (and signatures) shall have the same force and effect as a signed original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first written.

SELLERS:


JOHN W. PETERSON


CATHERINE EILEEN PETERSON

ADDRESS FOR NOTICES:

John W. Peterson
Catherine Eileen Peterson
P.O. Box 674
Castleford, ID 83321

WITH COPY TO:

Steven D. Peterson, Esq.
ROLIG & PETERSON, L.L.P.
102 Main Ave, South, Ste. 6
Twin Falls, ID 83303-2749

PURCHASERS:

VISSER HOLSTEINS DAIRY
THE VISSER FAMILY TRUST,
(General Partner)

HENRY VISSER, Trustee

BERNICE VISSER, Trustee

JERROLD VISSER, General Partner

CAROL A. VISSER, General Partner

ADDRESS FOR NOTICES:

Messrs. Henry Visser and Jerry Visser
Visser Holsteins Dairy
6841 Bickmore Avenue
Chino, CA 91710

WITH COPY TO:

William A. Van Dyk
Attorney at Law
3535 Inland Empire Boulevard
Ontario, CA 91764

EAGLE VIEW FARMS

WATER RIGHT TRANSFERS #5588 & #5589

APPROXIMATE
PROPERTY
BOUNDARY

LIVESTOCK
CONFINEMENT
OPERATION

MICRONALM
JUN 11 2002

BROCKWAY ENGINEERING, PLLC
MARCH 7, 2000

PHOTO SOURCE: 1988 FSA PHOTOS

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 47-11872

NAME AND ADDRESS: SALMON FALLS RANCH
C/O COOPER CO
ATTN JOHN JENSEN
PO BOX 394
TWIN FALLS, ID 83303

SOURCE: GROUNDWATER

QUANTITY: 0.14 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/01/1960

POINT OF DIVERSION: T10S R13E S08 SWNWSE Within Twin Falls County

PURPOSE AND			
PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 6 HOUSES	01-01 TO 12-31	0.14 CFS

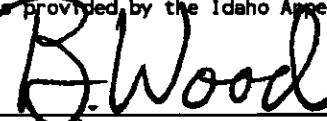
PLACE OF USE: Domestic Within Twin Falls County
T10S R13E S08 NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MICROFILMED

JUN 11 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 7, 2002

AMERICAN AG CREDIT
1910 S ARCHIBALD #U-101
ONTARIO CA 91761

RE: Security Interest for Decreed Water Right 47-11872

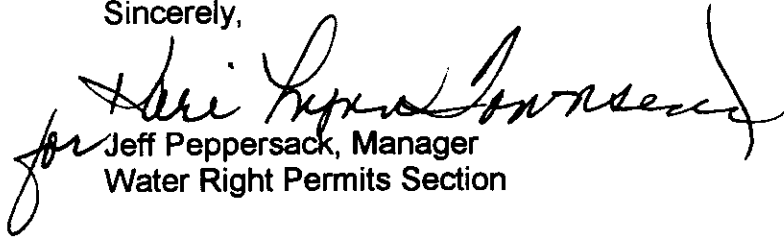
Dear Security Interest Holder(s):

The department acknowledges receipt of correspondence adding your security interest to the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

cc: VISSER HOLSTEINS
DBA EAGLE VIEW FARM
PO BOX 665
CASTLEFORD ID 83321-0665

MICROFILMED

JUL 11 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 1 1992

Department of Water Resources

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.

(Please print or type)

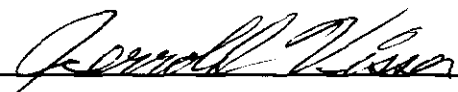
[] Water Right Number(s): 47-11872 47-02371 47-02331
47-02316B 47-02316C 47-02341
47-02342 47-02381 47-02402
47-02417 47-07642

[] Name(s): VISSER HOLSTEINS DBA EAGLE VIEW FARM

[] Old Mailing Address: 6851 BICKMORE
CHINO CA 91790

[] New Mailing Address: PO BOX 665
CASTLEFORD ID 83321-0665

Telephone Number: (208) 537-0918

[] Signature(s) of Owner(s) 

(Include your title if on behalf of company or organization)

Date: 4-30-02

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 6, 2002

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

AMERICAN AG CREDIT
1910 S ARCHIBALD #U-101
ONTARIO CA 91761

RE: Security Interest for Water Right 47-11872

Dear Interested Parties:

The Department of Water Resources acknowledges receipt of your Notice of Security Interest. Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

✓ **Evidence of Security Interest:** copy of Deed of Trust, Mortgage, Contract of Sale or other legal document indicating your interest in the property and water rights in question

✓ **Legal Description of Property**

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and your notice will not be processed. A copy of your Notice of Security Interest in a Water Right is enclosed for your information.

Please note that water right owners are required to report any change in water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage (<http://www.idwr.state.id.us>) on the Internet to obtain the proper forms and instructions.

Please feel free to contact the Department if you have any questions.

Sincerely,

Kari Lynn Townsend
Secretary

KLT:k

Enclosure

MICROFILMED

MAY 11 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Rq Service Requested

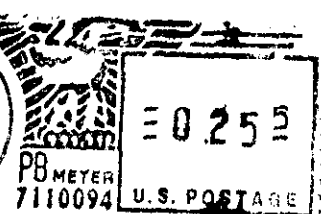
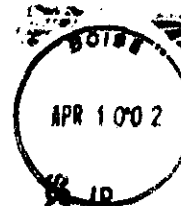
VISSER

RECEIVED
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APR 19 2002

Department of Water Resources



NO POSTAGE
NECESSARY
IF MAILED
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NO POSTAGE
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IF MAILED
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UNITED STATES

WR 47-11892-
mail reset w/ change
of address form.
Karin Lynn
4.29.02

VISSER 917102025 1801 17 04/13/02
RETURN TO SENDER
VISSER
PO BOX 665
CASTLEFORD ID 83321-0665

BAAGTMS 9171





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 10, 2002

VISSER HOLSTEINS
DBA EAGLE VIEW FARM
6851 BICKMORE
CHINO CA 91790

RE: Change of Ownership for Water Right 47-11872

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

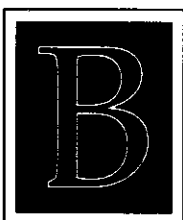
Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED
JUN 11 2002
MICROFILMED



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

September 12, 2001

Mr. Allen Merritt
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Subject: Change of Ownership Water Right 47-11872 Eagle View Farms-
Visser Holsteins

Dear Allen:

Enclosed is a completed Notice of Change in Water Right Ownership form,
for water right 47-11872. Visser Holsteins purchased the land to which this
water right is appurtenant from John W. and Catherine E. Peterson d.b.a.
Salmon Falls Ranch.

Also enclosed is a map of Eagle View Farms showing the place of use and
point of diversion for this domestic water right and a copy of pertinent pages
from the agreement of sale.

Call me if you have additional questions and let me know if any additional
information is required.

Sincerely,

Charles E. Brockway P.E. Ph.D.

Encl.

Brockway Engineering P.L.L.C Check #3361, \$25

cc: Jerry Visser

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED
SEP 14 2001
Department of Water Resources
Southern Region

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JUN 11 2002

ROLIG & PETERSON, L.L.P.
ATTORNEYS AT LAW

JEFFREY E. ROLIG

STEVEN D. PETERSON

JASON R. MICIAK

FIRST SECURITY BANK BUILDING

102 MAIN AVE. SOUTH, SUITE 200

POST OFFICE BOX 2749

TWIN FALLS, ID 83303-2749

TELEPHONE (208) 733-5500

FAX (208) 733-5555

E-MAIL: ROLIG_PETE@COMPUTER-DEPO.COM

May 20, 1999

Jerry Visser
Visser Holstein Dairy
6841 Bickmore Avenue
Chino, California 91710

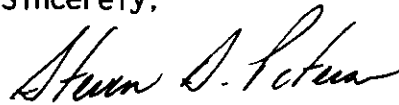
Dear Jerry:

This is to provide written confirmation of our understanding regarding the water rights on the land that you are purchasing as described on Exhibit "A" set forth hereto.

John W. and Catherine E. Peterson will transfer surface water rights designated at Permit No. 47-023116-B and deep well rights as evidenced by Permit No. 47-02371. All of these water rights are to be included.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,



STEVEN D. PETERSON

SDP:eav

Enclosure

cc: TitleFact, Inc.
William Van Dyke

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